

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS
SPECIFICATION NO. 04-279**

The City of Lincoln intends to purchase and invites you to submit a sealed bid for:

**STARTRAN BROKERAGE SERVICE
(ADDITIONAL SERVICES)**

**MEETING OR EXCEEDING THE CITY OF LINCOLN'S
SPECIFICATIONS ATTACHED**

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, **DATE NOVEMBER 10, 2004** in the office of the Purchasing Agent, Suite 200, "K" Street Complex, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the "K" street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

**U.S. DEPARTMENT OF TRANSPORTATION
DRUG AND ALCOHOL TESTING MIS DATA COLLECTION FORM
INSTRUCTION SHEET**

This Management Information System (MIS) form is made-up of four sections: employer information; covered employees (i.e., employees performing DOT regulated safety-sensitive duties) information; drug testing data; and alcohol testing data. The employer information needs only to be provided once per submission. However, you must submit a separate page of data for each employee category for which you report testing data. If you are preparing reports for more than one DOT agency then you must submit DOT agency-specific forms.

Please type or print entries legibly in black ink.

***TIP** ~ Read the entire instructions before starting. Please note that USCG-regulated employers do not report alcohol test results on the MIS form.*

Calendar Year Covered by this Report: Enter the appropriate year.

Section I. Employer

1. Enter your company's name, to include when applicable, your "doing business as" name; current address, city, state, and zip code; and an e-mail address, if available.
2. Enter the printed name, signature, and complete telephone number of the company official certifying the accuracy of the report and the date that person certified the report as complete.
3. If someone other than the certifying official completed the MIS form, enter that person's name and phone number on the appropriate lines provided.
4. If a Consortium/Third Party Administrator (C/TPA) performs administrative services for your drug and alcohol program operation, enter its name and phone number on the appropriate lines provided.
5. DOT Agency Information: Check the box next to the DOT agency for which you are completing this MIS form. Again, if you are submitting to multiple DOT agencies, you must use separate forms for each DOT agency.
 - a. If you are completing the form for FMCSA, enter your FMCSA DOT Number, as appropriate. In addition, you must indicate whether you are an owner-operator (i.e., an employer who employs only himself or herself as a driver) and whether you are exempt from providing MIS data. Exemptions are noted in the FMCSA regulation at 382.103(d).
 - b. If you are completing the form for FAA, enter your FAA Certificate Number and FAA Antidrug Plan / Registration Number, when applicable.
 - c. If you are completing the form for RSPA, check the additional box(s) indicating your type of operation.
 - d. If you are completing the form for FRA, enter the number of observed/documented Part 219 "Rule G" Observations for covered employees.
 - e. If you are submitting the form for USCG, enter the vessel ID number. If there is more than one number, enter the numbers separately.

Section II. Covered Employees

1. In Box II-A, enter the total number of covered employees (i.e., employees performing DOT regulated safety-sensitive duties) who work for your company. Then enter, in Box II-B, the total number of employee categories that number represents. If you have employees, some of whom perform duties under one DOT agency and others of whom perform duties under another DOT agency, enter only the number of those employees performing duties under the DOT agency for whom you are submitting the form. If you have covered employees who perform multi-DOT agency functions (e.g., an employee drives a commercial motor vehicle and performs pipeline maintenance duties for you), count the employee only on the MIS report for the DOT agency regulating more than 50 percent of the employee's safety sensitive function.

[Example: If you are submitting the information for the FRA and you have 2000 covered employees performing duties in all FRA-covered service categories – you would enter “2000” in the first box (II-A) and “5” in the second box (II-B), because FRA has five safety-sensitive employee categories and you have employees in all of these groups. If you have 1000 employees performing safety-sensitive duties in three FRA-covered service categories (e.g., engine service, train service, and dispatcher/operation), you would enter “1000” in the first box (II-A) and “3” in the second box (II-B).]

***TIP** ~ To calculate the total number of covered employees, add the total number of covered employees eligible for testing during each random testing selection period for the year and divide that total by the number of random testing periods. (However, no company will need to factor the average number of employees more often than once per month). For instance, a company conducting random testing quarterly needs to add the total of covered employees they had in the random pool when each selection was made; then divide this number by 4 to obtain the yearly average number of covered employees. It is extremely important that you place all eligible employees into these random pools. [As an example, if Company A had 1500 employees in the first quarter random pool, 2250 in the second quarter, 2750 in the third quarter, and 1500 in the fourth quarter; $1500 + 2250 + 2750 + 1500 = 8000$; $8000 / 4 = 2000$; the total number of covered employees for the year would be reported as, “2000”.*

If you conduct random selections more often than once per month (e.g., you select daily, weekly, bi-weekly), you do not need to compute this total number of covered employees rate more than on a once per month basis. Therefore, employers need not compute the covered employees rate more than 12 times per year.]

2. If you are reporting multiple employee categories, enter the specific employee category in box II-C; and provide the number of employees performing safety-sensitive duties in that specific category.

[Example: You are submitting data to the FTA and you have 2000 covered employees. You have 1750 personnel performing revenue vehicle operation and the remaining 250 are performing revenue vehicle and equipment maintenance. When you provide vehicle operation information, you would enter "Revenue Vehicle Operation" in the first II-C box and "1750" in the second II-C box. When you provide data on the maintenance personnel, you would enter "Revenue Vehicle and Equipment Maintenance" in the first II-C box and "250" in the second II-C box.]

TIP ~ A separate form for each employee category must be submitted. You may do this by filling out a single MIS form through Section II-B and then make one copy for each additional employee category you are reporting. [For instance, if you are submitting the MIS form for the FMCSA, you need only submit one form for all FMCSA covered employees working for you – your only category of employees is "driver." If you are reporting testing data to the FAA and you employ only flight crewmembers, flight attendants, and aircraft maintenance workers, you need to complete one form each for category – three forms in all. If you are reporting to FAA and have all FAA categories of covered employees, you must submit eight forms.]

Here is a full listing of covered-employee categories:

FMCSA (one category): Driver

FAA (eight categories): Flight Crewmember; Flight Attendant; Flight Instructor; Aircraft Dispatcher; Aircraft Maintenance; Ground Security Coordinator; Aviation Screener; Air Traffic Controller

RSPA (one category): Operation/Maintenance/Emergency Response

FRA (five categories): Engine Service; Train Service; Dispatcher/Operation; Signal Service; Other [Includes yardmasters, hostlers (non-engineer craft), bridge tenders; switch tenders, and other miscellaneous employees performing 49 CFR 228.5 (c) defined covered service.]

USCG (one category): Crewmember

FTA (five categories): Revenue Vehicle Operation; Revenue Vehicle and Equipment Maintenance; Revenue Vehicle Control/Dispatch; CDL/Non-Revenue Vehicle; Armed Security Personnel

Section III. Drug Testing Data

This section summarizes the drug testing results for all covered employees (to include applicants). The table in this section requires drug test data by test type and by result. The categories of test types are: Pre-Employment; Random; Post-Accident; Reasonable Suspicion / Reasonable Cause; Return-to-Duty, and Follow-Up.

The categories of type of results are: Total Number of Test Results [excluding cancelled tests and blind specimens]; Verified Negative; Verified Positive; Positive for Marijuana; Positive for Cocaine; Positive for PCP; Positive for Opiates; Positive for Amphetamines; Refusals due to Adulterated, Substituted, "Shy Bladder" with No Medical Explanation, and Other Refusals to Submit to Testing; and Cancelled Results.

TIP ~ Do not enter data on blind specimens submitted to laboratories. Be sure to enter all pre-employment testing data regardless of whether an applicant was hired or not. You do not need to separate reasonable suspicion and reasonable cause drug testing data on the MIS form. [Therefore, if you conducted only reasonable suspicion drug testing (i.e., FMCSA and FTA), enter that data; if you conducted only reasonable cause drug testing (i.e., FAA, RSPA, and USCG); or if you conducted both under FRA drug testing rules, simply enter the data with no differentiation.] For USCG, enter any "Serious Marine Incident" testing in the Post-Accident row. For FRA, do not enter post accident data (the FRA does not collect this data on the MIS form). Finally, you may leave blank any row or column in which there were no results, or you may enter "0" (zero) instead. Please note that cancelled tests are not included in the "total number of test results" column.

Section III, Column 1. Total Number of Test Results ~ This column requires a count of the total number of test results in each testing category during the entire reporting year. Count the number of test results as the number of testing events resulting in negative, positive, and refusal results. Do not count cancelled tests and blind specimens in this total.

[Example: A company that conducted fifty pre-employment tests would enter "50" on the Pre-Employment row. If it conducted one hundred random tests, "100" would be entered on the Random row. If that company did no post-accident, reasonable suspicion, reasonable cause, return-to-duty, or follow-up tests, those categories will be left blank or zeros entered.]

Section III, Column 2. Verified Negative Results ~ This column requires a count of the number of tests in each testing category that the Medical Review Officer (MRO) reported as negative. Do not count a negative-dilute result if, subsequently, the employee underwent a second collection: the second test is the test of record.

[Example: If forty-seven of the company's fifty pre-employment tests were reported negative, "47" would be entered in Column 2 on the Pre-Employment row. If ninety of the company's one hundred random test results were reported negative, "90" would be entered in Column 2 on the Random row. Because the company did no other testing, those other categories would be left blank or zeros entered.]

Section III, Column 3. Verified Positive Results ~ For One Or More Drugs ~ This column requires a count of the number of tests in each testing category that the MRO reported as positive for one or more drugs. When the MRO reports a test positive for two drugs, it would count as one positive test.

[Example: If one of the fifty pre-employment tests was positive for two drugs, "1" would be entered in Column 3 on the Pre-Employment row. If four of the company's one hundred random test results were reported positive (three for one drug and one for two drugs), "4" would be entered in Column 3 on the Random row.]

■ **Section III, Columns 4 through 8. Positive (for specific drugs)** ~ These columns require entry of the by-drug data for which specimens were reported positive by the MRO.

[Example: The pre-employment positive test reported by the MRO was positive for marijuana, "1" would be entered in Column 4 on the Pre-Employment row. If three of the four positive results for random testing were reported by the MRO to be positive for marijuana, "3" would be entered in Column 4 on the Random row. If one of the four positive results for random testing was reported positive for both PCP and opiates, "1" would be entered in Column 6 on the Random row and "1" would be entered in Column 7 of the Random row.]

***TIP** ~ Column 1 should equal the sum of Columns 2, 3, 9, 10, 11, and 12. Remember you have not counted specimen results that were ultimately cancelled or were from blind specimens. So, Column 1 = Column 2 + Column 3 + Column 9 + Column 10 + Column 11 + Column 12. Certainly, double check your records to determine if your actual results count is reflective of all negative, positive, and refusal counts.*

An MRO may report that a specimen is positive for more than one drug. When that happens, to use the company example above (i.e., one random test was positive for both PCP and opiates), the positive results should be recorded in the appropriate columns – PCP and opiates in this case. There is no expectation for Columns 4 through 8 numbers to add up to the numbers in Column 3 when you report multiple positives.

Section III, Columns 9 through 12. Refusal Results ~ The refusal section is divided into four refusal groups – they are: Adulterated; Substituted; "Shy Bladder" ~ With No Medical Explanation; and Other Refusals To Submit to Testing. The MRO reports two of these refusal types – adulterated and substituted specimen results – because of laboratory test findings.

When an individual does not provide enough urine at the collection site, the MRO conducts or causes to have conducted a medical evaluation to determine if there exists a medical reason for the person's inability to provide the appropriate amount of urine. If there is no medical reason to support the inability, the MRO reports the result to the employer as a refusal to test. Refusals of this type are reported in the "Shy Bladder" ~ With No Medical Explanation category.

Finally, additional reasons exist for a test to be considered a refusal. Some examples are: the employee fails to report to the collection site as directed by the employer; the employee leaves the collection site without permission; the employee fails to empty his or her pockets at the collection site; the employee refuses to have a required shy bladder evaluation. Again, these are only four examples: there are more.

■ **Section III, Column 9. Adulterated** ~ This column requires the count of the number of tests reported by the MRO as refusals because the specimens were adulterated.

[Example: If one of the fifty pre-employment tests was adulterated, "1" would be entered in Column 9 of the Pre-Employment row.]

■ **Section III, Column 10. Substituted** ~ This column requires the count of the number of tests reported by the MRO as refusals because the specimens were substituted.

[Example: If one of the 100 random tests was substituted, "1" would be entered in Column 10 of the Random row.]

■ **Section III, Column 11. "Shy Bladder" ~ With No Medical Explanation** ~ This column requires the count of the number of tests reported by the MRO as being a refusal because there was no legitimate medical reason for an insufficient amount of urine.

[Example: If one of the 100 random tests was a refusal because of shy bladder, "1" would be entered in Column 11 of the Random row.]

■ **Section III, Column 12. Other Refusals To Submit To Testing** ~ This column requires the count of refusals other than those already entered in Columns 9 through 11.

[Example: If the company entered "100" as the number of random specimens collected, however it had five employees who refused to be tested without submitting specimens: two did not show up at the collection site as directed; one refused to empty his pockets at the collection site; and two left the collection site rather than submit to a required directly observed collection. Because of these five refusal events, "5" would be entered in Column 11 of the Random row.]

***TIP** ~ Even though some testing events result in a refusal in which no urine was collected and sent to the laboratory, a "refusal" is still a final test result. Therefore, your overall numbers for test results (in Column 1) will equal the total number of negative tests (Column 2); positives (Column 3); and refusals (Columns 9, 10, 11, and 12). Do not worry that no urine was processed at the laboratory for some refusals; all refusals are counted as a testing event for MIS purposes and for establishing random rates.*

Section III, Column 13. Cancelled Tests ~ This column requires a count of the number of tests in each testing category that the MRO reported as cancelled. You must not count any cancelled tests in Column 1 or in any other column. For instance, you must not count a positive result (in Column 3) if it had ultimately been cancelled for any reason (e.g., specimen was initially reported positive, but the split failed to reconfirm).

[Example: If a pre-employment test was reported cancelled, "1" would be entered in Column 13 on the Pre-Employment row. If three of the company's random test results were reported cancelled, "3" would be entered in Column 13 on the Random row.]

TOTAL Line. Columns 1 through 13 ~ This line requires you to add the numbers in each column and provide the totals.

Section IV. Alcohol Testing Data

This section summarizes the alcohol testing conducted for all covered employees (to include applicants). The table in this section requires alcohol test data by test type and by result. The categories of test types are: Pre-Employment; Random; Post-Accident; Reasonable Suspicion / Reasonable Cause; Return-to-Duty, and Follow-Up.

The categories of results are: Number of Screening Test Results; Screening Tests with Results Below 0.02; Screening Tests with Results 0.02 Or Greater; Number of Confirmation Test Results; Confirmation Tests with Results 0.02 through 0.039; Confirmation Tests with Results 0.04 Or Greater; Refusals due to "Shy Lung" with No Medical Explanation, and Other Refusals to Submit to Testing; and Cancelled Results.

TIP ~ Be sure to enter all pre-employment testing data regardless of whether an applicant was hired or not. Of course, for most employers pre-employment alcohol testing is optional, so you may not have conducted this type of testing. You do not need to separate "reasonable suspicion" and "reasonable cause" alcohol testing data on the MIS form. [Therefore, if you conducted only reasonable suspicion alcohol testing (i.e., FMCSA, FAA, FTA, and RSPA), enter that data; if you conducted both reasonable suspicion and reasonable cause alcohol testing (i.e., FRA), simply enter the data with no differentiation.] RSPA does not authorize "random" testing for alcohol. Finally, you may leave blank any row or column in which there were no results, or you may enter "0" (zero) instead. Please note that USCG-regulated employers do not report alcohol test results on the MIS form: Do not fill-out Section IV if you are a USCG-regulated employer.

Section IV, Column 1. Total Number of Screening Test Results ~ This column requires a count of the total number of screening test results in each testing category during the entire reporting year. Count the number of screening tests as the number of screening test events with final screening results of below 0.02, of 0.02 through 0.039, of 0.04 or greater, and all refusals. Do not count cancelled tests in this total.

[Example: A company that conducted twenty pre-employment tests would enter "20" on the Pre-Employment row. If it conducted fifty random tests, "50" would be entered. If that company did no post-accident, reasonable suspicion, reasonable cause, return-to-duty, or follow-up tests, those categories will be left blank or zeros entered.]

Section IV, Column 2. Screening Tests With Results Below 0.02 ~ This column requires a count of the number of tests in each testing category that the BAT or STT reported as being below 0.02 on the screening test.

[Example: If seventeen of the company's twenty pre-employment screening tests were reported as being below 0.02, "17" would be entered in Column 2 on the Pre-Employment row. If forty-four of the company's fifty random screening test results were reported as being below 0.02, "44" would be entered in Column 2 on the Random row. Because the company did no other testing, those other categories would be left blank or zeros entered.]

Section IV, Column 3. Screening Tests With Results 0.02 Or Greater ~ This column requires a count of the number of screening tests in each testing category that BAT or STT reported as being 0.02 or greater on the screening test.

[Example: If one of the twenty pre-employment tests was reported as being 0.02 or greater, "1" would be entered in Column 3 on the Pre-Employment row. If four of the company's fifty random test results were reported as being 0.02 or greater, "4" would be entered in Column 3 on the Random row.]

Section IV, Column 4. Number of Confirmation Test Results ~ This column requires entry of the number of confirmation tests that were conducted by a BAT as a result of the screening tests that were found to be 0.02 or greater. In effect, all screening tests of 0.02 or greater should have resulted in confirmation tests. Ideally the number of tests in Column 3 and Column 4 should be the same. However, we know that this required confirmation test sometimes does not occur. In any case, the number of confirmation tests that were actually performed should be entered in Column 4.

[Example: If the one pre-employment screening test reported as 0.02 or greater had a subsequent confirmation test performed by a BAT, "1" would be entered in Column 4 on the Pre-Employment row. If three of the four random screening tests that were found to be 0.02 or greater had a subsequent confirmation test performed by a BAT, "3" would be entered in Column 4 on the Random row.]

Section IV, Column 5. Confirmation Tests With Results 0.02 Through 0.039 ~ This column requires entry of the number of confirmation tests that were conducted by a BAT that led to results that were 0.02 through 0.039.

[Example: If the one pre-employment confirmation test yielded a result of 0.042, Column 5 of the Pre-Employment row would be left blank or zeros entered. If two of the random confirmation tests yielded results of 0.03 and 0.032, "2" would be entered in Column 5 of the Random row.]

Section IV, Column 6. Confirmation Tests With Results 0.04 Or Greater ~ This column requires entry of the number of confirmation tests that were conducted by a BAT that led to results that were 0.04 or greater.

[Example: Because the one pre-employment confirmation test yielded a result of 0.042, "1" would be entered in Column 6 of the Pre-Employment row. If one of the random confirmation tests yielded a result of 0.04, "1" would be entered in Column 6 of the Random row.]

TIP ~ Column 1 should equal the sum of Columns 2, 3, 7, and 8. The number of screening tests results should reflect the number of screening tests you have no matter the result (below 0.02 or at or above 0.02, plus refusals to test), unless of course, the tests were ultimately cancelled. So, $\text{Column 1} = \text{Column 2} + \text{Column 3} + \text{Column 7} + \text{Column 8}$. Certainly, double check your records to determine if your actual screening results count is reflective of all these counts.

There is no need to record MIS confirmation tests results below 0.02: That is why we have no column for it on the form. [If the random test that screened 0.02 went to a confirmation test, and that confirmation test yielded a result below 0.02, there is no place for that confirmed result to be entered.] We assume that if a confirmation test was completed but not listed in either Column 5 or Column 6, the result was below 0.02. In addition, if the confirmation test ended up being cancelled, it should not have been included in Columns 1, 3, or 4 in the first place.

Section IV, Columns 7 and 8. Refusal Results ~ The refusal section is divided into two refusal groups – they are: Shy Lung ~ With No Medical Explanation; and Other Refusals To Submit to Testing. When an individual does not provide enough breath at the test site, the company requires the employee to have a medical evaluation to determine if there exists a medical reason for the person's inability to provide the appropriate amount of breath. If there is no medical reason to support the inability as reported by the examining physician, the employer calls the result a refusal to test: Refusals of this type are reported in the "Shy Lung ~ With No Medical Explanation" category.

Finally, additional reasons exist for a test to be considered a refusal. Some examples are: the employee fails to report to the test site as directed by the employer; the employee leaves the test site without permission; the employee fails to sign the certification at Step 2 of the ATF; the employee refuses to have a required shy lung evaluation. Again, these are only four examples; there are more.

■ **Section IV, Column 7. "Shy Lung" ~ With No Medical Explanation** ~ This column requires the count of the number of tests in which there is no medical reason to support the employee's inability to provide an adequate breath as reported by the examining physician; subsequently, the employer called the result a refusal to test.

[Example: If one of the 50 random tests was a refusal because of shy lung, "1" would be entered in Column 7 of the Random row.]

■ **Section IV, Column 8. Other Refusals To Submit To Testing** ~ This column requires the count of refusals other than those already entered in Columns 7.

[Example: The company entered "50" as the number of random specimens collected, however it had one employee who did not show up at the testing site as directed. Because of this one refusal event, "1" would be entered in Column 8 of the Random row.]

TIP ~ *Even though some testing events result in a refusal in which no breath (or saliva) was tested, there is an expectation that your overall numbers for screening tests (in Column 1) will equal the total number of screening tests with results below 0.02 (Column 2); screening tests with results 0.02 or greater (Column 3); and refusals (Columns 7 and 8). Do not worry that no breath (or saliva) was tested for some refusals; all refusals are counted as a screening test event for MIS purposes and for establishing random rates.*

Section IV, Column 9. Cancelled Tests ~ This column requires a count of the number of tests in each testing category that the BAT or STT reported as cancelled. Do not count any cancelled tests in Column 1 or in any other column other than Column 9. For instance, you must not count a 0.04 screening result or confirmation result in any column, other than Column 9, if the test was ultimately cancelled for some reason (e.g., a required air blank was not performed).

[Example: If a pre-employment test was reported cancelled, "1" would be entered in Column 9 on the Pre-Employment row. If three of the company's random test results were reported cancelled, "3" would be entered in Column 13 on the Random row.]

TOTAL Line. Columns 1 through 9 ~ This line requires you to add the numbers in each column and provide the totals.

Calendar Year Covered by this Report: _____

OMB No. 2105-0529

I. Employer:

Company Name: _____

Doing Business As (DBA) Name (if applicable): _____

Address: _____ E-mail: _____

Name of Certifying Official: _____ Signature: _____

Telephone: () _____ Date Certified: _____

Prepared by (if different): _____ Telephone: (____) _____

C/TPA Name and Telephone (if applicable): _____ (____) _____

Check the DOT agency for which you are reporting MIS data; and complete the information on that same line as appropriate:

___ FMCSA - Motor Carrier: DOT #: _____ Owner-operator: (circle one) YES or NO Exempt (Circle One) YES or NO

___ FAA - Aviation: Certificate # (if applicable): _____ Plan / Registration # (if applicable): _____

___ RSPA – Pipeline: (Check) Gas Gathering___ Gas Transmission___ Gas Distribution___ Transport Hazardous Liquids___ Transport Carbon Dioxide___

____ FRA – Railroad: Total Number of observed/documentated Part 219 "Rule G" Observations for covered employees: _____

USCG – Maritime: Vessel ID # (USCG- or State-Issued): _____ (If more than one vessel, list separately.)

___ FTA - Transit

II. Covered Employees: (A) Enter Total Number Safety-Sensitive Employees In All Employee Categories:

(B) Enter Total Number of Employee Categories:

(C)

Employee Category	Total Number of Employees in this Category

If you have multiple employee categories, complete Sections I and II (A) & (B). Take that filled-in form and make one copy for each employee category and complete Sections II (C), III, and IV for each separate employee category.

III. Drug Testing Data:

[illegible]

IV. Alcohol Testing Data:

[illegible]

PAPERWORK REDUCTION ACT NOTICE (as required by 5 CFR 1320.21)

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 2105-0529. The Department of Transportation estimates that the average burden for this report form is 1.5 hours. You may send comments regarding this burden estimate or any suggestions for reducing the burden to: U.S. Department of Transportation, Office of Drug and Alcohol Policy and Compliance, Room 10403, 400 Seventh Street, SW, Washington, D.C. 20590; OR Office of Management and Budget, Paperwork Reduction Project, 725 Seventeenth Street, NW, Washington, D.C. 20503.

Title 18, USC Section 1001, makes it a criminal offense subject to a maximum fine of \$10,000, or imprisonment for not more than 5 years, or both, to knowingly and willfully make or cause to be made any false or fraudulent statements of representations in any matter within the jurisdiction of any agency of the United States.

COMPANY NAME_____

**PROPOSAL
SPECIFICATION NO. 04-279**

**BID OPENING TIME: 12:00 NOON
DATE: November 10, 2004**

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln and County of Lancaster for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City and the County the Below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

**THE REQUIREMENTS FOR:
STARTRAN BROKERAGE SERVICE
(ADDITIONAL SERVICES)**

Bidder's Note: StarTran reserves the right to award split contracts for the Brokerage Service.

**BIDDING SCHEDULE
StarTran Brokerage Service
(Additional Services)**

History of StarTran Brokerage Service

Item 1.	FY 01-02	FY 02-03	FY 03-2004 (ending Aug 2004)
Total Passengers	22,962	18,305	16,489
Total Miles	114,587	94,203	86,331
Avg. Trip Length Miles	4.99	5.15	5.23
Avg. No. of Service Days Per Year	256	256	256

As detailed in Appendix A (by the Contractor) estimate the total cost for the program for one year based on 16,000 trips. Billings will be made on a per trip basis. (No guarantees to the exact number of trips and or trip lengths).

_____ \$_____
Write out numbers in full

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING
MATERIAL.**

MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 04-279

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE

(Date)

**EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER**

ESTIMATED DELIVERY DAYS

TERMS OF PAYMENT

BIDS MAY BE INSPECTED IN THE PURCHASING DIVISION OFFICES DURING NORMAL BUSINESS HOURS, **AFTER** TABULATION BY THE PURCHASING AGENT. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, YOU MUST ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WITH YOUR BIDDING DOCUMENTS.

**GENERAL CONDITIONS
FOR
STARTRAN BROKERAGE SERVICE**

1. The CONTRACTOR(S) agree to maintain complete records of all complaints received regarding service provided under this Agreement.
 - 1.1 The CONTRACTOR(S) will also maintain complete records of actions taken to resolve each complaint, and agrees to forward to the CITY a complete summary of all such complaints and actions taken.
 - 1.2 All service complaint forms (see Appendix D) will be forwarded to the City.
 - 1.3 All request for reimbursement as explained in Appendix A, will be forwarded to the City.
2. All vehicles used in service pursuant to this Agreement shall be conventional 4-door sedans or multi-passenger vans, equipped with two-way radios and shall at all times be maintained in the safest possible operating condition and shall be kept in clean and comfortable condition for the transportation of passengers.
 - 2.1 Compliance with vehicle specifications shall be subject to regular monitoring by the CITY or the designated representative of the City's Director of Public Works and Utilities.
 - 2.2 The contractor must be in compliance with the Federal Americans with Disabilities Act (ADA) requirements and the current Complementary Paratransit Plan - Lincoln, Nebraska.
 - 2.3 Wheelchair accessible vehicles will be compensated at the same rate as the general fleet.
 - 2.4 The contractor will provide a list of fleet vehicles that will be used by type, model, and year.
 - 2.4.1 Such list to be provided annually on August 31.
3. All transportation service provided pursuant to this Agreement shall be limited to trips within the corporate limits of the City of Lincoln.
 - 3.1 The CONTRACTOR(S) shall permit the CITY or any authorized representative of the City's Director of Public Works and Utilities to inspect all work, equipment and materials with regard to the provision of service under this Agreement.
 - 3.2 These inspections shall be at any reasonable time during business hours, 8:00 A.M. to 5:00 P.M.
4. Records and System Access
 - 4.1 The City shall reserve the right to observe operations by the CONTRACTOR(S) pursuant to this agreement at any reasonable time, i.e. maintenance, sensitivity training, etc..
 - 4.1.1 If any observed operations are deemed defective by the City, the City shall notify the contractor in writing of such defect.
 - 4.1.2 The Contractor has 10 days to investigate the defect and a provide report to the City.
 - 4.1.3 The Report shall contain a copy of the city's notice of defect together with a written statement of the corrective action taken, and shall be subject to City approval.
 - 4.1.4 If corrective actions are satisfactory the City will advise contractor within 10 days. Otherwise the Contractor has an additional 5 days to remedy the defect, and failure to do so may be considered as a breach of this agreement.

5. The CONTRACTOR(S) shall be responsible for providing financial and operating data as may be required by the CITY and/or necessary to comply with the requirements of the National Transit Database of the Urban Mass Transportation Act of 1964, as amended.
 - 5.1 These requirements are incorporated by reference. (See Appendix B.)
 - 5.2 The CONTRACTOR(S) agree to abide by Title II of the Civil Rights Act of 1964, prohibiting the withholding of services to any person upon the basis of race, color, religion, sex or national origin.
 - 5.3. In connection with the provision of transportation service pursuant to this Agreement, the CONTRACTOR(S) shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, or disability, which disability, is not likely to interfere with his/her ability to control and safely drive a motor vehicle.
 - 5.4 The CONTRACTOR(S) shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age, marital status and shall comply with all equal opportunity regulations including Chapter 11.08 of the Lincoln Municipal Code.
 - 5.4.1 The equal opportunity requirements shall apply to all employment activities including but not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
6. The CONTRACTOR(S) shall employ only competent, properly licensed personnel skilled in the provision of transportation service in accordance with any Federal, State or City laws regarding this service.
 - 6.1 The City reserves the right to request that certain drivers not be utilized for this service.
7. The CITY or the designated representative of the City's Director of Public Works and Utilities shall establish and monitor procedures to determine the eligibility of persons participating in the StarTran Brokerage Service and shall issue appropriate identification cards to all applicants who are eligible for the services provided under this Agreement.
 - 7.1 No person shall be transported under this Agreement without such proof of eligibility.
 - 7.2 The CONTRACTOR'S drivers are required to check the eligibility of each person.
 - 7.3 Drivers providing transportation under this Agreement shall be available to assist passengers entering and exiting vehicles and shall provide personal reasonable assistance necessary to achieve safe passenger movement between the vehicle and the passenger's home (or other point of departure/arrival).
 - 7.3.1 Passengers in wheelchairs who are able to transfer between the wheelchair and the vehicle without driver assistance must be afforded transportation under this Agreement.
8. Beginning of Service
 - 8.1 The CONTRACTOR(S) shall not commence work under this Agreement until authorized to do so in writing by the CITY.
9. Laws to be Observed
 - 9.1 The CONTRACTOR(S) shall make himself familiar with, and at all times shall observe and comply with Federal, State and local laws, ordinances, and regulations which in any manner govern or affect the conduct of the work and shall indemnify and hold harmless the CITY and its representatives against any claim arising from the violation of any such law, ordinance or regulation, whether by himself or by his employees.

10. Anti Drug and Alcohol Program
 - 13.1 The successful bidder must provide proof that a drug and alcohol testing and prevention program is in place and is approved by the Federal Transit Administration (FTA).
11. Permits and Licenses
 - 11.1 The CONTRACTOR(S) shall procure all permits and licenses, pay all charges and fees, and give all notices necessary to the due and lawful prosecution of the work.
 - 11.2 Failure to maintain in full force and effect all necessary licenses and permits, including the license required under Chapter 5.50 of the Lincoln Municipal Code shall be grounds for immediate termination of the Agreement by the CITY.
 - 11.3 All licenses for operation must be approved by the Nebraska Public Service Commission, licenses and permits must be obtained prior to bid submittal.
 - 11.4 Copies of such licenses and permits to be submitted with bid.
 - 11.5 For additional information of the Public Service Commission please contact:
NE Public Service Commission
1200 N Street
The Atrium Suite 300
Lincoln, NE 68508
(402)471-3101
12. Insurance
 - 12.1 See attached Insurance Clause to be used for all City
13. Subletting or Assigning of Agreement
 - 13.1 The CONTRACTOR(S) will not be permitted to assign, sell, transfer or otherwise dispose of the Agreement or any portion thereof, or his rights, title, or interests therein, without the written approval of the CITY.
 - 13.2 The CONTRACTOR(S) will not be permitted to sublet any portion of the Agreement without the approval of the CITY.
 - 13.3 No subcontractor will in any case, relieve the CONTRACTOR(S) of his responsibility under the Agreement.
14. This Agreement shall remain in effect for a period of twelve (12) months beginning December 1, 2004; this agreement may be extended on a year-to-year basis for a total of three years, thereafter unless either party, hereto gives thirty (30) days written notice in advance of November 30, 2005, or any succeeding November 30 at thereafter, of its intention to terminate at the end at the yearly period.
 - 14.1 The provisions of the Agreement documents may be amended at any time by mutual written agreement.
15. Auditing
 - 15.1 The City and/or its designated accountants or auditors shall have the right of access to and inspection of all books and records of the Contractor associated with the special transportation service at any and all reasonable times in order to verify and ascertain gross operating revenues and expenses of the operation and maintenance of the special transportation service.
 - 15.2 Such record and documents shall be retained by the CONTRACTOR(S) for a minimum period of three (3) years after final payment hereunder.
16. Training and Operations Guidelines
 - 16.1 Since many of the riders of the system are elderly and/or disabled, they need special assistance in boarding and leaving a vehicle.
 - 16.2 All drivers shall be capable, competent, courteous and sensitive to those special needs. All drivers shall understand and meet minimum standards for safety.

16.3 All drivers shall be trained in and will follow the City's guidelines and standards as follows:

16.3.1 Physical Examination

- 16.3.1.1 All drivers shall have a complete physical examination prior to and have a doctor's certification for a physical fitness examination certifying the driver's fitness to operate a for-hire vehicle for passenger transportation.
- 16.3.1.2 All drivers used in the system should have their certifications renewed every 12 months.
- 16.3.1.3 The CONTRACTOR(S) shall maintain a file on physical examinations.

16.3.2 Driver's License and Record

- 16.3.2.1 Every driver shall have and maintain a valid Nebraska Driver's license, appropriate for the class of vehicle to be driven.
- 16.3.2.2 No person who has accumulated five or more points on his/her driving record in the two years preceding employment shall not be employed for this service.
- 16.3.2.3 No person who has accumulated five or more points, or is under suspension, or revocation, or convicted of a DWI, shall be allowed to continue driving for the City system.
- 16.3.2.4 The CONTRACTOR(S) shall maintain a file of the current history of all drivers used to provide services pursuant to this contract including the Department of Motor Vehicle Reports.
- 16.3.2.5 This file will be made accessible to the City upon request at any and all reasonable times.
- 16.3.2.6 Each of the Contractor's drivers shall report to the Contractor within 30 days of sentencing of any moving violation, which report shall become a part of the driver's file maintained by the Contractor.
- 16.3.2.7 The contractor shall give the City a list of all employees to be utilized to fulfill this contract.
 - 16.3.2.7.1 Said list shall include name, address, telephone number, social security number, and Nebraska Driver's license number.

16.3.3 Driver Safety and Knowledge

- 16.3.3.1 All drivers shall take a basic driver knowledge test and have passed that test prior to driving for the City system.
- 16.3.3.2 It is also recommended that all drivers be given a defensive driver's course, CPR and first-aid training prior to driving.

16.3.4 Driver's Operating Instructions/Procedures

- 16.3.4.1 All drivers shall have standard procedures for their demand response service that shall be available in writing for them. The procedures shall clarify all duties of the driver.
- 16.3.4.2 These procedures may include: safety, equipment-handling and tips, pre-trip vehicle inspections, personal conduct and courtesy, communications with dispatchers, communication system failure contingencies, tickets and driver's log procedures, road conditions, discipline, emergency and accident procedures, first-aid and CPR, and any other topics the CONTRACTOR(S) may desire.

**SPECIFIC SPECIFICATION
FOR
STARTRAN BROKERAGE SERVICE**

1. The CONTRACTOR shall provide efficient and prompt transportation service to all persons identified by request of StarTran dispatcher.
 - 1.1 Service shall be provided during those hours that the fixed fleet is in operation: Monday through Saturday 5:15 AM to 7:15 PM with no Sunday service.
 - 1.2 The CONTRACTOR shall at all times have sufficient vehicles and personnel to meet the 30 minute maximum wait time for service under the Program.
2. The CONTRACTOR shall provide to the CITY all discounts allowable under the rules and regulations of the regulator agency, the "Public Service Commission" of the State of Nebraska.
3. The CONTRACTOR agrees to comply with the following procedures regarding payment for services provided under this Agreement:
 - 3.1 All service shall be recorded in a manner prescribed by the CITY or the designated representative of the City's Public Director of Public Works and Utilities.
 - 3.1.1 A charge slip shall be completed by the CONTRACTOR as prescribed for each one-way passenger (or "group") trip provided under this Agreement.
 - 3.1.2 See Appendix C: This is an example of a charge slip, the Contractor will be responsible for design and production of these forms, with approval by the City.
 - 3.2 For the transportation of persons eligible for service under this Agreement, the following conditions and maximum rates of compensation to the CONTRACTOR shall apply:
 - 3.2.1 Explain in detail your proposed Fare structure on a per trip basis.
 - 3.2.1.1 Add this detailed explanation as Appendix A of this contract.
 - 3.2.2 During the term of this contract, the City of Lincoln may find it desirable to alter the user charge or service hours.
 - 3.2.2.1 Contractor shall be notified in writing of such change 30 days prior to implementation.
 - 3.2.3 Eligibility for an escort will be determined for each patron individually and will be indicated on the patron's I.D. card.
 - 3.3 The "TOTAL COMPENSATION" described in Appendix A shall constitute and be accepted by the CONTRACTOR as payment in full for the services provided under this section.
 - 3.3.1 Persons transported under this Agreement shall not be charged more than the amounts designated, nor shall the CITY provide to the CONTRACTOR more than an amount which, together with the User Payment and additional - rider's fee, equals rates established by Appendix A of this agreement.
 - 3.4 The CONTRACTOR shall not seek or receive from any source any additional compensation other than that described in Appendix A of these specifications for any transportation provided as Type A Service under this Agreement.

- 3.5 The CONTRACTOR shall prepare and submit to the CITY or the designated representative of the City's Director of Public Works and Utilities within five calendar days of the last day of each month a summary of previously unreported trips provided under this Agreement, copies of all charge slips for which reimbursement is requested, all StarTran special transportation adult tickets collected as user fares, and a request for reimbursement of the amount designated as "CITY COMPENSATION" in Appendix A of these specifications.
- 3.5.1 Frequencies less than each month are acceptable as are weekly or bi-weekly.
- 3.5.1 Reimbursement shall only be provided for those eligible trips which occurred within the previous two billing periods.
- 3.5.2 Payment shall be made within 30 days after receipt of a complete and accurate invoice.
- 3.6 The CONTRACTOR shall not seek or receive double fare for designated trips for additional riders whose origin or destination is the same or different than that of the first user.
- 3.6.1 Total compensation for the designated trip is fare from the first point of origin to the last drop off point.
- 3.7 The Contractor must follow all Federal Transportation Administration (FTA) requirements under the Drug and Alcohol Policy.
- 3.8 The Contractor must submit a copy of their Drug and Alcohol Policy to the City Drug and Alcohol Coordinator prior to the start of work.
- 3.9 The Contractor must submit Management Information System (MIS) data collection form annually by March of each year.(see appendix D)
- 3.10 The Contractor will be audited annually by the City to ensure compliance with FTA guidelines.

Appendix A

Contractors Proposed Compensation Package for StarTran Brokerage Service. Explain in detail your proposed fare rate per trip and structure for billing purposes on this program.

Examples

A. Flat rate per trip

B. Graduated on the number of trips

APPENDIX B

REQUIREMENTS FOR REPORTING OF INFORMATION PURSUANT TO SECTION 15 OF THE URBAN MASS TRANSPORTATION ACT OF 1964, AS AMENDED

- A. Revenue vehicle inventory classifications.
- B. Total number vehicles operated in maximum service.
- C. Total number vehicles available for maximum service.
- D. Total vehicle hours and miles.(odometer)
- E. Total vehicle revenue miles.(odometer)
- F. Total one-way passenger trips.
- G. Total passenger miles(odometer plus second/third passenger miles per trip)

APPENDIX C

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SEE NEXT PAGE

BROKERAGE SERVICE

DATE 8/13/04

☐ Yes ☐ No Standing Appointment

Odometer Finish _____
Start _____
TOTAL _____

805 (AM) PM Pick-up Time 2610 4.60 - 2 First pick-up address
555 5.10 Last drop-off address

ID#	ESCORT	METHOD OF PAYMENT		SIGNATURE
<u>2829</u> (1)	<input type="checkbox"/> YES	<input type="checkbox"/> CASH	<input type="checkbox"/> PUNCH	
	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> PASS <u>1602</u>	<input type="checkbox"/> TOKEN	
(2)	<input type="checkbox"/> YES	<input type="checkbox"/> CASH	<input type="checkbox"/> PUNCH	
	<input type="checkbox"/> NO	<input type="checkbox"/> PASS	<input type="checkbox"/> TOKEN	
(3)	<input type="checkbox"/> YES	<input type="checkbox"/> CASH	<input type="checkbox"/> PUNCH	
	<input type="checkbox"/> NO	<input type="checkbox"/> PASS	<input type="checkbox"/> TOKEN	
(4)	<input type="checkbox"/> YES	<input type="checkbox"/> CASH	<input type="checkbox"/> PUNCH	
	<input type="checkbox"/> NO	<input type="checkbox"/> PASS	<input type="checkbox"/> TOKEN	

Total Mileage _____

Total Time _____

NOTE TO RIDER: DO NOT SIGN THIS FORM UNLESS IT IS
COMPLETELY AND ACCURATELY FILLED OUT

\$ 1350 TOTAL METER CHARGE

\$ _____ TOTAL CASH PAID BY RIDER(S)

\$ 1350 UNPAID BALANCE

I ATTEST THAT THE ABOVE INFORMATION IS TRUE AND
CORRECT IN ALL RESPECTS.

DRIVER: _____
(SIGNATURE)

APPENDIX D

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SEE NEXT PAGE

CUSTOMER SERVICE FORM☐ COMPLAINT☐ SUGGESTION☐ COMPLIMENT

IDENTITY OF CUSTOMER OR OTHER PERSON				IDENTITY OF VEHICLE		
LAST NAME		FIRST NAME		DATE OF INCIDENT		
ADDRESS				ROUTE NO.	RUN NO.	BUS NO.
CITY	STATE	ZIP CODE	TELEPHONE NUMBER	<input type="checkbox"/> INBOUND <input type="checkbox"/> OUTBOUND		TIME
DATE OF REPORT	TIME OF REPORT	RECEIVED BY		LOCATION		
BY: <input type="checkbox"/> LETTER <input type="checkbox"/> TELEPHONE <input type="checkbox"/> IN PERSON				OPERATOR (If Appropriate)		

NATURE OF INCIDENT:

- ☐ AC/Heat
☐ Accident/Injury
☐ Driver Attitude/Conduct
☐ Early/Late
☐ Equipment
☐ Unclean Vehicle

- ☐ Fare Dispute
☐ No Show
☐ Overcrowding
☐ Passed Passengers
☐ Scheduling/Routing
☐ Other

- ☐ Service Request
☐ Stop Signs/Shelters
☐ Transfer Dispute
☐ Unsafe Operation
☐ Drinking, Smoking

COMMENT:

Referred To: _____ Date: _____

INVESTIGATION:

By: _____ Date: _____

RECORD OF FINAL ACTION:

By: _____ Date: _____

Operator Signature (if appropriate) _____ Date: _____

**CERTIFICATION OF LOWER TIER PARTICIPANTS
REGARDING DEBARMENT, SUSPENSION,
AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Lower Tier Participant (potential third party contractor, or potential subcontractor under a major third party contract)_____certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, or proposed for debarment in this transaction by any Federal department or agency.

(If the Lower Tier Participant (potential third party contractor, or potential subcontractor under a major third party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.)

THE LOWER TIER PARTICIPANT (POTENTIAL THEIR PARTY CONTRACTOR, OR POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD PARTY CONTRACT)_____, CERTIFIES, OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENT SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature & Title of Authorized Official

The undersigned chief legal counsel for the_____(entity) hereby certifies that the_____
_____(entity) has authority under State and Local law to comply with the subject
assurances and that the certification above has been legally made.

Signature of Applicant's Attorney

Date_____

CONTRACTS \$25,000 TO \$100,000

**CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant (potential contractor for a major third party contract), _____
_____ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.

(If the primary participant (potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

CONTRACTS OVER \$100,000

THE PRIMARY PARTICIPANT (POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT),_____CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ED SEQ. ARE APPLICABLE THERETO.

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL

The undersigned chief legal counsel for the _____(entity) hereby certifies that the _____has authority under State and Local law to comply with the subject assurances and that the certification above has been legally made.

SIGNATURE OF APPLICANT'S ATTORNEY

Date_____

CONTRACTS OVER \$100,000

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____ (name and title of official), hereby certify on
behalf of _____ (name of COMPANY) that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing, attempting to influence an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of the certification is a prerequisite for making or entering into this transaction imposed certification shall be subjected to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this ____ day of _____, 20 ____.

Title of Authorized Official

Signature of Authorized Official

CHAPTER V BID PROTESTS

1. FTA REVIEW OF PROTESTS

- A. FTA will only review protests regarding the alleged failure of the grantee to have written protest procedures or alleged failure to follow such procedures.
- B. Alleged violations on other grounds are under the jurisdiction of the appropriate State of local administrative or judicial authorities. Alleged violations of a specific Federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with that Federal regulation. See e.g., Buy America 49 CFR Part 661 (Section 661.15); Participation by Minority Business Enterprise in Department of Transportation Programs, 49 CFR Section 23.73
- C. FTA will only review protests submitted by an interested party as defined in paragraph 3, below.

2. REMEDY

FTA's remedy for a grantee's failure to have written protest procedures or failure to follow such procedure is limited to requiring the grantee to develop such procedures, if necessary, and follow such procedures in reviewing the protest at issue, if the grantee desires FTA financial participation in the contract in question . In instances where a grantee has awarded to another bidder or offeror prior to FTA's decision on the protest, FTA may refuse to participate in funding the contract.

3. DEFINITIONS

For the purpose of this Chapter, the following definitions apply:

- A. "Days" refers to working days of the Federal Government.
- B. "File" or "Submit" refers to the date of receipt by FTA.
- C. "Interested Party" means an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of the contract or by failure to award the contract.
- D. "Bid" includes the term "offer" or "proposal" as used in the context of negotiated procurements.

4. TIME FOR FILING

- A. Protesters shall file a protest with FTA not later than five days after a final decision is rendered under the grantee's protest procedure. In instances where the protester alleges that the grantee failed to make a final determination on the protest, protesters shall file a protest with FTA not later than five days after the protester knew or should have known of the grantee's failure to render a final determination on the protest.
- B. Grantees shall not award a contract for five days following its decision on a bid protest except in accordance with the provisions and limitations of subparagraph H. After five days, the grantee shall confirm with FTA that FTA has not received a protest on the contract in question.

5. SUBMISSION OF PROTEST TO FTA

- C. Protests should be filed with the appropriate FTA Regional Office with a concurrent copy to the grantee.
- D. The protest filed with FTA shall:
 - 1) Include the name and address of the protester.
 - 2) Identify the grantee, project number, and the number of the contract solicitation.
 - 3) Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow protest procedures or the alleged failure to have procedures and be fully supported to the extent possible.
 - 4) Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

6. GRANTEE RESPONSE

- A. FTA shall notify the grantee in a timely manner of the receipt of a protest. FTA shall instruct the grantee to notify the contractor of the protest if award has been made or, if no award has been made, to notify all interested parties. The grantee shall *instruct* all who receive such notice that they may communicate further directly with FTA.
- B. The grantee shall submit the following information not later than ten days after receipt of notification by FTA of the protest:
 - 1) A copy of the grantee's protest procedures;
 - 2) A description of the process following concerning the protester's protest; and
 - 3) any supporting documentation.
- C. The grantee shall provide the protester with a copy of the above submission.

7. PROTESTER COMMENTS

The protester must submit any comments on the grantee's submission not later than ten days after the protester's receipt of the grantee's submission.

8. WITHHOLDING OF AWARD

When a protest has been timely filed with the grantee before the award, the grantee shall not make an award prior to five days after the resolution of the protest, or if a protest has been filed with FTA, during the pendency of the protest, unless the grantee determines that:

- A. The items to be procured are urgently required;
- B. Delivery or performance will be unduly delayed by failure to make the award promptly;
or
- C. Failure to make prompt award will otherwise cause undue harm to the grantee or the Federal Government

In the event that the grantee determines that the award is to be made during the five day period following the local protest decision or the pendency of a protest, the grantee shall notify FTA prior to making such award. FTA will not review the sufficiency of the grantee's determination to award during the pendency of a protest prior to FTA's protest decision. FTA reserves the right not to participate in the funding of any contract awarded during the pendency of a protest.

9. FTA ACTION

Upon receipt of the submissions, FTA will either request further information or a conference among the parties, or will render a decision on the protest.

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

10. BRAND NAMES

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number

from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

11. DEMONSTRATIONS/SAMPLES

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

12. DELIVERY

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

13. WARRANTIES, GUARANTEES AND MAINTENANCE

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 13.1.1 Manufacturer's warranties and/or guarantees.
 - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
 - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/

hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

14. ACCEPTANCE OF MATERIAL

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

15. BID EVALUATION AND AWARD

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

16. INDEMNIFICATION

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

17. TERMS OF PAYMENT

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

18. LAWS

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

19. AFFIRMATIVE ACTION

- 19.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

20. LIVING WAGE

- 20.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change up or down every July.

INSURANCE CLAUSE TO BE USED FOR ALL CITY CONTRACTS

The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the City of Lincoln, Nebraska.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the sub-contractor has been so obtained and approved.

A. Worker's Compensation Insurance and Employer's Liability Insurance

The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.

State	Statutory
Applicable Federal	Statutory
Employer's Liability	\$100,000

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the City of Lincoln, its officials, employees and volunteers as insured, against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

A. Bodily Injury/Property Damage	\$1,000,000 each Occurrence
	\$2,000,000 Aggregate
B. Personal Injury Damage	\$1,000,000 each Occurrence
C. Contractual Liability	\$1,000,000 each Occurrence
D. Products Liability & Completed Operations	\$1,000,000 each Occurrence

2. The General Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:
- (a) The coverage shall be provided under a Commercial General Liability form or similar thereto.
 - (b) X.C.U. Coverage - if the contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage, and Standard Underground Coverage commonly referred to as XCU Property Damage Liability.
 - (c) The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.
 - (d) Contractual Liability coverage shall be included.
 - (e) Products Liability and/or Completed Operations coverage shall be included.
 - (f) Personal Injury Liability coverage shall be included.

C. Automobile Liability Insurance

The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage \$1,000,000 Combined Single Limit

D. Builder's Risk Insurance (For Building Construction Contracts Only)

Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide and maintain fire, extended coverage, vandalism, and malicious mischief insurance, covering such building in an amount equal to one-hundred percent (100%) of the contract amount (minimum), as specified herein.

Losses, if any, shall be made payable to the City of Lincoln and Contractor as their interest may appear. A Certificate of Insurance evidencing such insurance coverage shall be filed with the City of Lincoln by the time work on the building begins and such insurance shall be subjected to the approval of the City Attorney.

E. Minimum Scope of Insurance

All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City of Lincoln.

F. Certificate of Insurance

All certificates of insurance shall be filed with the City of Lincoln on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, D, and showing the City of Lincoln as a named additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction of insurance coverage.